



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code		SC		Dept. SHR	A	Contract Number	
County Department SHERIFF				Dept. SHR	Orgn. SHR	Contractor's License No.		
County Department Contract Representative ROD HOOPS				Telephone (909) 387-0640		Total Contract Amount		
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input checked="" type="checkbox"/> Unencumbered <input type="checkbox"/> Other								
If not encumbered or revenue contract type, provide reason:								
Commodity Code		Contract Start Date		Contract End Date		Original Amount		Amendment Amount
Fund AAA	Dept. SHR	Organization 120	Appr. 100	Obj/Rev Source 1010		GRC/PROJ/JOB No. 120		Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source		GRC/PROJ/JOB No.		Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source		GRC/PROJ/JOB No.		Amount
Project Name Part-Time Motorcycle Instructor				Estimated Payment Total by Fiscal Year				
				FY	Amount	I/D	FY	Amount

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name Robert Mergen hereinafter called CONTRACTOR

Address (Address on File)

Telephone _____ Federal ID No. or Social Security No. _____

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WITNESSETH

WHEREAS, COUNTY requires the services of a Motorcycle Instructor to coordinate special training courses for the Sheriff's Emergency Vehicle Operations Center (EVOC), **AND:**

WHEREAS, CONTRACTOR has the skills and knowledge necessary to perform said services for COUNTY;

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree as follows:

I. RESPONSIBILITIES AND DUTIES OF THE CONTRACTOR.

- A. CONTRACTOR shall serve as a Motorcycle Instructor for the San Bernardino County Sheriff's Department, Training Center. CONTRACTOR's duties shall include, but are not limited to, the following:

1. Develop driver-training programs.
2. Conduct tests, write course outlines and lesson plans.
3. Identify, prepare, and order appropriate training materials, aids, and equipment.
4. Conduct classroom and behind-the-wheel instruction. Inspect training facilities and equipment to identify maintenance and repair needs.
5. Perform behind-the-wheel skills training in pursuit and/or defensive driving tactics.
6. Other related tasks as assigned.

II. CONDITIONS OF EMPLOYMENT.

- A. CONTRACTOR will be under the professional and administrative supervision of the Sheriff of San Bernardino County or his authorized designee. The Sheriff, or his duly authorized designee, will determine the number of hours per week that the CONTRACTOR will render services to the Training Center.
- B. As a condition of employment, the CONTRACTOR does hereby agree to follow and uphold the Conflict of Interest policy of the COUNTY's Personnel Rules as follows:

"No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships, or close business, personal, or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment providing such acts do not constitute a conflict of interest as defined herein. An employee is also subject to the provisions of California Government Code Sections 1090, 1126, 87100, and any other conflict of interest code applicable to County Employment."

III. CONSIDERATION.

- A. SALARY RATE.

1. CONTRACTOR shall be compensated at an hourly rate of \$27, for not more than 80 hours per bi-weekly pay period. CONTRACTOR shall not work in excess of 40 hours in a workweek without the express prior authorization of the Sheriff or his designee. Any authorized overtime in excess of the 40 hours in a workweek shall be compensated at premium rates, i.e. one and one-half (1 1/2) times the CONTRACTOR's regular rate of pay. CONTRACTOR shall provide services on an "as needed" basis; COUNTY makes no guarantee as to the number of hours per week, if any, CONTRACTOR will be assigned to work.
2. CONTRACTOR shall be paid in accordance with the same time reporting system and payroll schedule as general COUNTY employees. Required tax withholding as

determined by the COUNTY's Auditor/Controller shall be withheld from CONTRACTOR's compensation.

3. CONTRACTOR must make arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer.

B. BENEFITS.

1. CONTRACTOR shall be covered by the COUNTY's Workers' Compensation Insurance only during the hours actually worked under this contract. CONTRACTOR shall be covered by the COUNTY's Public Liability Insurance only while performing the services under this contract.
2. CONTRACTOR shall participate in COUNTY's PST Deferred Compensation Plan, in lieu of participation in any other retirement plan, program, or benefit. CONTRACTOR shall contribute 5% of the CONTRACTOR's gross earnings, and COUNTY shall contribute 2.5% of CONTRACTOR's gross earnings. CONTRACTOR's contributions to PST Deferred Compensation Plan shall be automatically deducted from CONTRACTOR's earnings. Maximum total contribution shall be 7.5% of CONTRACTOR's maximum covered wages for Social Security purposes. CONTRACTOR shall enroll in the Plan on forms approved by the Human Resources Division Chief - Employee Benefits and Services.
3. CONTRACTOR shall only receive the compensation and benefits specifically set forth in this contract.

IV. TERM AND TERMINATION.

This contract shall be for a period of one year commencing upon its approval and execution by the San Bernardino County Board of Supervisors and shall automatically renew for successive one-year periods unless terminated earlier. Notwithstanding the foregoing, this contract may be terminated at any time, with or without cause, by CONTRACTOR or by COUNTY upon written notice given to the other party at least fourteen (14) days prior to the date specified for such termination. In the event of such termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination, and each party shall be released from all obligations of performance which would otherwise accrue subsequent to the date of termination. Neither party shall incur any liability to the other by reason of such termination.

V. USE OF COUNTY AND/OR PRIVATE VEHICLE.

- A. If services to be performed under this contract require CONTRACTOR to drive a vehicle, CONTRACTOR must possess a valid California driver's license at all times during the performance of this contract. In order for the CONTRACTOR to use any COUNTY-owned vehicle during the performance of this contract, CONTRACTOR agrees to allow COUNTY to obtain a Department of Motor Vehicles report of CONTRACTOR's driving record. If such report discloses that CONTRACTOR has an unsafe driving record, in the opinion of the COUNTY Risk Manager, CONTRACTOR may be prohibited from using any COUNTY-owned vehicle.

B. In order for CONTRACTOR to be able to use a private vehicle during the performance of this contract, CONTRACTOR must provide vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

- Fifteen Thousand Dollars (\$15,000) for a single injury or death;
- Thirty Thousand Dollars (\$30,000) for multiple injury or death;
- Five Thousand Dollars (\$5,000) for property damage.

Failure to comply with the requirements of this paragraph shall be deemed grounds for termination of this contract, pursuant to Paragraph IV.

C. If use of a private vehicle is required to perform assigned tasks, CONTRACTOR will be reimbursed for COUNTY business mileage at rates applicable to COUNTY employees. The Sheriff, or his designee, shall decide whether a COUNTY vehicle is used by CONTRACTOR for COUNTY business or whether CONTRACTOR shall be reimbursed for necessary mileage on COUNTY business.

VI. EXERCISE OF COUNTY'S RIGHTS AND AUTHORITY.

The Sheriff of San Bernardino County shall have the right to exercise the COUNTY's authority under this contract, including the right to give notice of termination of this contract, at his sole discretion.

VII. NOTICES.

Any notice required under this contract shall be deemed given when personally delivered or deposited in the U.S. mail, certified, postage prepaid, addressed as follows:

CONTRACTOR: Robert Mergen
(Address on File)

COUNTY: San Bernardino County Sheriff's Department
Bureau of Administration/Contracts Unit
P.O. Box 569
San Bernardino, CA 92402-0569

VIII. FULL UNDERSTANDING.

This contract represents the full and complete understanding of the parties with respect to the subject matter hereto, and this contract supersedes all prior oral and written agreements or understandings between the parties with respect to the subject matter hereto. This contract shall be governed by the laws of the State of California. Venue for any lawsuit pertaining to this contract shall be Superior Court of California, County of San Bernardino, San Bernardino Division. Any amendment to this contract shall be in writing signed by both parties.

[This page is intentionally left blank.]

COUNTY OF SAN BERNARDINO

► _____
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

Robert Mergen
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Robert Mergen
(Print or type name of person signing contract)

Title Motorcycle Instructor
(Print or Type)

Dated: _____

Address (Address on File)

Approved as to Legal Form

► _____
County Counsel, by W. Andrew Hartzell, Deputy

Date _____

Reviewed by Contract Compliance

► _____

Date _____

Presented to BOS for Signature

► _____
Department Head

Date _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By